

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement, dated July __, 2022, is made between the CLIENT,

**City of Johnson City
City Attorney
601 E. Main Street
Johnson City, TN 37601**

referred to as the "Client" or "You", and **Daigle Law Group, LLC**, whose address is: 960 South Main Street, Plantsville, CT 06479, referred to as the "Law Firm."

1. **SERVICES TO BE PROVIDED.** You agree that Attorney Eric P. Daigle and the Law Firm shall be engaged for the purposes of conducting an investigation and providing an analysis regarding the scope of topics identified by Appendix A, attached. The purpose of the investigation shall be to gather facts and evidence associated with the scope of the investigation.

The scope of the work includes reviewing documents, conducting interviews, analyzing information, reviewing policies and procedures, and drafting documents as required, including correspondence and investigation reports. The scope of the work will also include preparation for, and testimony at, any hearings, depositions, or other legal proceedings, if necessary.

The analysis and all products of the investigation shall be provided exclusively to the City Attorney for the City of Johnson City for the purposes of providing legal advice.

2. **ADDITIONAL LEGAL SERVICES.** If you need any other services which may or may not be related to the above matter, such as the institution of legal proceedings or actions against an adverse party or parties, you and the Law Firm may make a new agreement to provide the other services or the Law Firm may otherwise request that you supplement the Initial Payment referenced in paragraph 3.A. below.

3. **FEES.** The Law Firm cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your investigation and analysis and the amount of other reasonably related expenses.

A. **INITIAL PAYMENT.** No initial retainer is required.

B. **HOURLY RATE.** You agree to pay the Law Firm for services at the following rate per hour:

Attorney Eric Daigle	\$225.00 per hour
Attorney Tricia Koosa	\$200.00 per hour
Investigators	\$175.00 per hour

C. ALL SERVICES WILL BE BILLED. You will be billed at the hourly rates set forth in paragraph 3.B. for all services rendered. This includes all services identified in the scope of services in paragraph 1. above.

4. COSTS AND EXPENSES. In addition to fees, you must pay the following costs and expenses: travel costs (reimbursed at a rate consistent with the Client's travel policy), transcription, and any other necessary expense in this matter approved by the Client.

5. BILLS. The Law Firm will send you itemized monthly bills. The Law Firm may require that costs and expenses referred to in paragraph 4. be paid in advance. All other bills for costs and legal expenses are due upon receipt. A 1½ % per month late payment charge will be added to account balances 30 days past due.

6. TERMINATION. You have the right to terminate services at any time by delivering a signed letter notifying the Law Firm of the termination of our attorney-client relationship. You shall remain liable for, and shall promptly pay, all fees earned, and costs advanced through the time and date of my receipt of such notice of termination. Similarly, the Law Firm shall retain right to withdraw from this project at any time, and for any reason (including, without limitation, nonpayment of my fees and costs) upon reasonable written notice to you.

Any notices, requests, or other communication pursuant to this Agreement will be in writing and will be deemed to have been duly given if sent by email, or express, registered, or certified mail, postage prepaid, addressed as follows:

If to the Law Firm:	Daigle Law Group, LLC Attn: Eric Daigle 960 South Main Street Plantsville, CT 06479 Eric.daigle@daiglelawgroup.com
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If to the Client:	City of Johnson City Attn: Sunny Sandos 601 E. Main Street Johnson City, TN 37601 ssandos@johnsoncitytn.org
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7. YOUR RESPONSIBILITY. The Client shall furnish all documents, information, and City owned resources the Law Firm deems necessary to complete its responsibilities as stated in paragraph 1. and Appendix A. The Client shall also pay all bills as required by this Agreement.


8. NO GUARANTEE. The Law Firm agrees to provide conscientious, competent and diligent services at all times, but can make no guarantees regarding the findings or outcome of an investigation, or the legal advice to be provided therefrom.


9. RETENTION AND DESTRUCTION OF FILES. At the conclusion of this matter, we will retain your files for a period of 6 months after we close our file. At the expiration of the 6 month period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

10. MISCELLANEOUS. Neither party shall sell, assign, or otherwise transfer any its rights under this Agreement without the other party's prior written consent.

11. SIGNATURES. You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

By entering this agreement, an attorney-client relationship shall be formed.

By: 
ATTORNEY: Eric P. Daigle
Date: 7/28/2022


CLIENT: Sunny R. Sandos, City Attorney
Date: 07/28/2022

APPENDIX A

Scope of Services

Daigle Law Group, LLC will assess the Johnson City Police Department's criminal investigations regarding Sexual Assault and Sexual Assault related allegations. The Daigle Law Group, LLC (hereinafter "DLG"), incorporated in the State of Connecticut, is a law firm that takes great pride in providing Consulting Services, Monitoring, Technical Assistance, and Administrative Investigations. We provide police practices consultation to law enforcement agencies across the country in the area of operational effectiveness, with an emphasis on policies, training, operations, and accountability investigations.

Our consulting team is comprised of law enforcement and legal professionals who possess recognized subject matter expertise and extensive investigative experience, and who remain engaged in rapidly evolving contemporary investigative practices. Our proposal combines the talent and experience of these professionals to assure steady progress through the investigative process.

The following steps will ensure that the DLG team is able to conduct a complete and thorough assessment:

1. Document Analysis

Experience shows that document analysis can be the most time-consuming part of the assessment and involves collecting and analyzing case reports. The process will identify the case numbers related to the data set and obtain access to those documents. Enough case files will be reviewed to ensure a clear review of processes and patterns.

2. Conducting Interviews

Once an assessment of material is conducted the second phase will include conducting interviews. Conducting interviews is an integral part of the assessment process to understand the accepted processes of the Department. These interviews can be conducted with City officials, police command staff, investigators, and possibly victims.

3. Preparing a Written Report

At the conclusion of the investigation, a detailed investigative report will be provided that identifies our analysis, summarizes interviews, and forms conclusions related to the process of conducting sexual assault or related investigations.

4. Present Findings

If requested, a presentation can be made to stake holders. This can also include requested testimony at any hearings, depositions, or legal proceedings.